See also Vol. 3049

No. 15,644

IN THE

United States Court of Appeals

For the Ninth Circuit

MARION S. FELTER, on behalf of himself and others similarly situated,

Appellant,

vs.

SOUTHERN PACIFIC COMPANY, a corporation; BROTHERHOOD OF RAILROAD TRAINMEN, a voluntary association; J. J. CORCORAN, as General Chairman, General Committee, Brotherhood of Railroad Trainmen; J. E. TEAGUE, as Secretary, General Committee, Brotherhood of Railroad Trainmen,

Appellees.

APPELLANT'S OPENING BRIEF.

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JURISDICTION.

District Court.

The jurisdiction of the District Court in this case rests upon 28 U.S.C., Sections 1332, 1337, 2201. The plaintiff is a resident of the State of Oregon (R. 3, 35, 62). The defendant Southern Pacific Company (herein sometimes called Company) is a Delaware corporation doing business in California (R. 4-5, 35, 62). The defendant Brotherhood of Railroad Trainmen (herein sometimes called BRT) is a voluntary association do-

ing business in California (R. 4-5, 35, 62). The amount in controversy, exclusive of interest and costs, exceeds $3,000.00 (R. 5, 35, 62). The case, therefore, is one involving diversity of citizenship for an amount in excess of the jurisdictional requirement, 28 U.S.C., Section 1291, and is also a suit arising under a law of the United States regulating commerce, the Railway Labor Act, 45 U.S.C.A., Section 151, et seq.

The existence of an actual controversy among the parties with respect to the validity under the Railway Labor Act of the Company's conduct in checking off dues in favor of the BRT from wages of employees who have withdrawn from said BRT and revoked their check-off authorizations, conferred jurisdiction on the District Court to declare the rights of the parties under the Federal Declaratory Judgment Act, 28 U.S.C., Section 2201.

Plaintiff has no administrative remedy through the National Railroad Adjustment Board, or otherwise, since there is no dispute concerning the interpretation of a collective bargaining agreement between the parties thereto. This is an action involving alleged infringement by the defendant carrier and the defendant labor organization of rights guaranteed to plaintiff by the Railway Labor Act. This action necessitates a determination of the validity of an agreement under the Railway Labor Act. Therefore, this action lies within the exclusive jurisdiction of the Federal District Court. *Brotherhood of Railroad Trainmen v. Howard,* 343 U. S. 768; *Tunstall v. Brotherhood of Locomotive Firemen and Enginemen,* 323 U. S. 210; *Steele*

v. Louisville and Nashville R. R. Co., 323 U. S. 192; *Brotherhood of Locomotive Firemen and Enginemen v. Mitchell,* C.A. 5, 190 F. 2d 308; *Mount v. Grand International Brotherhood of Locomotive Engineers,* 6 Cir., 226 F. (2d) 604; *Primakow v. Railway Express Agency,* D.C. Wis., 57 F. Supp. 933.

In *Brotherhood of Railroad Trainmen v. Howard, supra,* a collective bargaining agreement was "construed and acted upon" by the railroad and the union as not permitting negro porters to continue to perform any of the duties of a brakeman (343 U. S. at 772). The Court held that the agreement was "to this extent illegal and unenforceable under the Railway Labor Act and that, therefore, the Court had both the jurisdiction and duty to enjoin the illegal acts."

Court of Appeals.

This is an appeal from a final decision of the United States District Court for the Northern District of California, Southern Division. This Court has jurisdiction of this appeal by virtue of 28 U.S.C., Section 1291.

STATEMENT OF THE CASE.

Plaintiff-appellant and others similarly situated are employed by the defendant-appellee, Southern Pacific Company (R. 4). They were formerly members of the defendant-appellee Brotherhood of Railroad Trainmen (R. 6).

Effective August 1, 1955, the company and the BRT entered into a dues deduction agreement providing for

deduction of BRT dues and other fees by the Company upon written wage assignment authorizations by BRT members (R. 74-80).

On or before February 1, 1956, appellant and others similarly situated executed wage assignments authorizing the company to deduct sums for monthly dues and for other fees and pay them over to the BRT (R. 6, 35, 62). In compliance with Section 2, Eleventh, of the Railway Labor Act, 45 U.S.C.A. 152 (11), the assignments provided in part as follows (R. 78-79);

> "This authorization may be revoked by the undersigned in writing, after the expiration of one year, or upon the termination date of the aforesaid deduction agreement, or upon the termination of the rules and working conditions agreement, whichever occurs sooner."

More than a year after the expiration of these assignments, appellant and others resigned their membership in the BRT (R. 6, 35, 62). At the time of their resignations, these employees submitted written revocations of their wage assignments both to the Company and to the BRT (R. 6, 20-21, 23-24). The written revocations submitted by the appellant and others to the Company and to the BRT *were identical to the form of revocation attached to the dues deduction agreement* (R. 24, 79-80).

Notwithstanding the fact that the only requirement in the Railway Labor Act is that a revocation be "in writing", and that the Act expressly provides that nothing shall prevent an employee from changing his

membership, the Company and the BRT refused to honor the written revocations of the appellant and others, and continued to deduct dues and pay them over to the BRT (R. 7-12, 29-33, 36). The refusal of the Company and the BRT was based on their interpretation of their dues deduction agreement as providing that a revocation could not be accomplished except upon prior application by the employee to the BRT for revocation forms which had been "reproduced and furnished" by the BRT (R. 25-33, 70-80). No contention was advanced that the revocations in any way failed to comply with the provisions of the Railway Labor Act (R. 24-33, 36-63).

This action was brought on behalf of plaintiff-appellant and others similarly situated for appropriate injunctive relief and a determination that the dues deduction agreement as interpreted and applied by the parties is invalid, and that the refusal of the Company and the BRT to accept appellant's written revocations of wage assignment is a violation of the rights of employees under the Railway Labor Act. Pending hearing on the issue, the Court below issued a temporary restraining order enjoining the Company from deducting any sums from wages due the appellant and others similarly situated and restraining the BRT from receiving such sums and professing to act as the collective bargaining agent for the appellant and others similarly situated (R. 15-16).

Substantially all of the allegations of the Complaint were admitted in the answer filed by the BRT (R. 35-37).

The facts not being in dispute, the appellant and the BRT moved for summary judgment (R. 46-47, 59-61).

The District Court was apparently of the opinion it was not enough that the employee send a written revocation as provided by the Railway Labor Act. It held that a change in dues deductions required "some sort of orderly procedure" and that while the requirement that a revocation card be secured from the BRT as a condition precedent to revocation was "a bit arbitrary", it was "no burden" and was "a reasonable compliance with the Railway Labor Act" (R. 69).

A final order dissolving the temporary restraining order and dismissing the action was accordingly entered on May 24, 1957 (R. 70). Timely notice of appeal was filed by appellant on June 10, 1957 (R. 70).

ARGUMENT.

THE RAILWAY LABOR ACT PROVIDES WITHOUT LIMITATION THAT A WAGE ASSIGNMENT BY AN EMPLOYEE SHALL BE REVOCABLE IN WRITING AT ANY TIME AFTER THE EXPIRATION OF ONE YEAR.

Section 2, Fourth, of the Railway Labor Act, as amended (45 U.S.C., 152, Fourth), insofar as it deals with a check-off of dues,[1] provides:

> " * * * it shall be unlawful for any carrier * * * to deduct from the wages of employees any dues, fees, assessments, or other contributions payable to labor organizations."

---

[1]The full provisions of Section 2, Fourth, and Eleventh, are set forth in the Appendix, infra, together with excerpts from the legislative history.

Section 2, Eleventh, of the Railway Labor Act (45 U.S.C., 152, Eleventh) excepts certain check-off agreements from the above proscription. In this regard the section reads:

"Notwithstanding any other provision of this chapter * * * any carrier or carriers as defined in this chapter and a labor organization or labor organizations duly designated and authorized to represent employees in accordance with the requirements of this chapter shall be permitted

* * * * * * *

"(b) to make agreements providing for the deduction by such carrier or carriers from the wages of its or their employees in a craft or class and payment to the labor organization representing the craft or class of such employees, of any periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership; Provided, That no such agreement shall be effective with respect to any individual employee until he shall have furnished the employer with a written assignment to the labor organization of such membership dues, initiation fees, and assessments, *which shall be revocable in writing after the expiration of one year* or upon the termination date of the applicable collective agreement, whichever occurs sooner.

"(c) * * * no agreement made pursuant to subparagraph (b) shall provide for deduction from his wages for periodic dues, initiation fees, or assessments payable to any labor organization *other than that in which he holds membership* * * * Provided, further That *nothing herein or in any such agreement or agreements shall prevent an*

*employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of said services.''**

The case at bar presents a clear violation of an absolute right conferred upon employees governed by the Railway Labor Act. The Act guarantees the individual employees the right to discontinue dues deductions, the sole limitation being that the revocation be in writing.

The dues deduction agreement, as interpreted and applied by the BRT and the Company, seeks to impose additional limitations, that is, that the employee must first apply to the BRT for a revocation form which is ''reproduced and furnished'' by that organization. To secure such a form the employee obviously has to contact the local union officials before executing a dues revocation. He is thereby forced to go to the BRT officials and request them to furnish him a particular form for his use in discontinuing payment of dues to them. Such an agreement is designed to make it embarrassing to the employee to change his membership from the BRT and an employee bound by such a restriction cannot terminate dues deductions without first soliciting union grace and overcoming union dissuasion.

The purported requirement that as a condition precedent to revocation the employee first obtain a form ''reproduced and furnished'' by the BRT is a deterrent upon the employees' free choice of bargain-

*Emphasis supplied.

ing representatives. An employee who decides to discontinue his membership in the BRT is entitled to exercise this privilege without having to solicit help from the union or debate the wisdom of his decision with union officials.

The provision imposes limitations not authorized by the Railway Labor Act and is contrary to its entire design. In numerous provisions the Railway Labor Act enjoins all parties against "interference, influence or coercion" in choice of representatives. The employee is repeatedly assured of his right to exercise a free and untrammeled choice of bargaining representatives. One of the basic objectives of the Railway Labor Act is to provide for "the complete independence" of employees in the matter of self-organization. 45 U.S.C.A., Section 2. An employee who must rely on and request the grace of a union before he can leave it has lost some of his independence. It is the exact antithesis of the Railway Labor Act that an employee who desires a change in bargaining representative be dependent on some designated union to furnish him a form "reproduced" by it, and be forced to engage in a debate with the local officials before he can stop paying dues to that organization and choose another.

In representation elections, both under the Railway Labor Act and the Labor-Management Relations Act, the right of the employee to make his choice in secret is carefully preserved. An employee cannot secretly terminate his membership but it is his privilege and right to exercise this decision in the privacy of his

own thoughts independent of obstacles in his path. It is his privilege to exercise it without being forced to run the gauntlet of union embarrassment and dissuasion incident to requesting local union officials to furnish him a form "reproduced" by the union so that he can leave it.

Section 2, Fourth, of the Railway Labor Act prohibits dues deduction agreements and the sole authority for such agreements is derived from Section 2, Eleventh, of the Railway Labor Act. In Section 2, Eleventh, it is explicitly provided that there is no authority to deduct union dues after revocation in writing by the employee or after termination of membership in the assignee organization. Under these provisions, any written notice by the employee which contains a clear direction to revoke his wage assignment is in compliance with the Railway Labor Act.

The provisions of the Act lend no authority whatever for the proposition that the employee can be limited to a particular form of notice of revocation or that he can be restricted to procurement of a form from a particular union. The Act does not prescribe an involved procedure to which the employee must adhere in revoking his wage assignment. It requires only that the revocation be written, thereby excluding oral revocations. There is nothing in the Act which authorizes a carrier and a labor organization to enter into any elaborate recital of conditions as to how such revocations in writing shall be made.

If we assume, *arguendo,* that in the name of "orderly procedures" of bookkeeping, the carrier and a

labor organization may prescribe the form of writing to be used in revoking dues assignments, the record in this case provides no justification for the refusal to honor appellant's revocation. Appellant and other employees executed proper forms, made the deadline of "on or before April 5", and submitted executed revocation cards both to the Company and to the BRT (R. 7-20, 24, 28, 36, 79-80). Their one dereliction, in the view of the BRT, is that they did not use cards which were "reproduced and furnished" by that organization (R. 24, 30, 36).

So far as bookkeeping entries are involved, it was obviously irrelevant whether the revocation cards were "reproduced and furnished" by the BRT or were independently procured or prepared by the employees themselves. This is effectively demonstrated by the conduct of the Company in this case. The Company representative, having received appellant's revocation card along with the others, believed that they were in good order and should be honored. He promptly wrote the Secretary-Treasurer of the BRT local to that effect, saying (R. 28-29):

> "The attached Wage Assignment Revocations are being forwarded to you * * * as you will undoubtedly wish to show the same on the list to be furnished on or before the 5th day of April, 1957, as the names of employees from whose wages no further deductions are to be made."

The suggestion that Section 1(c) of the contract was devised because of orderly bookkeeping procedures is beside the mark. Both the carrier and the

BRT were furnished with exactly the same information on exactly the identical forms attached to the dues deduction agreement, which provided in paragraph 1 (b) in part as follows (R. 74):

> "Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is attached as Attachment 'B' and made a part hereof."

Neither the Company nor the BRT made any objection based on bookkeeping procedures and neither objected as to the form of the revocation. Such objections would have been specious on this record. The BRT refusal was based solely on a tortured interpretation, to which the Company subsequently acceded, of Section 1 (c) of the dues deduction agreement which provides (R. 75):

> "Both the authorization forms and the revocations of the authorization forms shall be reproduced and furnished as necessary by the organization without cost to the company. The organization shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the company."

The BRT seized on a portion of the language of Section 1 (c) with the claim that no revocation form was valid unless it had been "reproduced and furnished" by that organization. While it would appear that Section 1 (c) was inserted only for the purpose of relieving the Company of expenses and obligations in the administration of the check-off, the BRT insisted that this section of the agreement not only di-

vested the Company of any responsibility it might have, but also granted to the BRT the exclusive control of the revocation procedure as against the individual employee (R. 30). The Company then agreed with this contention (R. 7, 12, 63). The result is that the parties have construed the agreement not only as determining their responsibility *inter se,* but also as engrafting limitations on the statutory right of individual employees to submit written revocations of their wage assignments and to have such revocations acted upon with reasonable promptness.

Doubtless it was in the interest of the BRT to make it as difficult as possible for the individual employee to revoke his assignment of wages to that organization. But to say that such an agreement is not burdensome is to ignore realities. It is a deterrent on the freedom of the employee. The statutory right of revocation of dues assignments and the right to exercise a free choice of bargaining representative is as unequivocal and absolute as the right of free speech. The employee is not required to ask the union for permission to exercise his right of free speech and his freedom is not to be restricted by being compelled to make a request of the union before he can exercise his right to terminate an assignment of his wages or change membership.

If the Company and the union are entitled to engraft limitations on the employee's right of revocation of his wage assignment, such as the "form" of the revocation, then they can specify red paper, or 16 pound weight paper, or pica type, or whatever other condi-

tions ingenuity may devise in the name of "orderly procedure". The substantial interests of the union lie in devising a maze of restrictions to discourage individual employees from dues revocations.

To sustain the decision of the District Court is to amend the Railway Labor Act and engraft provisions thereon of an indefinite nature which Congress did not see fit to enact and which will inevitably be extended by whatever restrictions unions may subsequent devise. The judicial extension of such a power will not go unnoticed. In view of the stake, other means will be sought to tighten union check-off agreements so as to exercise a veto on the individual employee's right of revocation and free selection of another collective bargaining representative.

If the Courts are to pass in each case on the question of whether the particular restriction is "reasonable" or "unreasonable" and a "burden", an endless chain of litigation is in prospect. Congress did not intend the Railway Labor Act as an invitation to extensive litigation in the Courts over the merits or demerits of the revocation conditions in each check-off agreement executed by numerous separate unions with the various railroads of the United States. It was never the intent of the Railway Labor Act that recourse be had to the Courts as to whether each particular restriction on revocation in each union agreement is "reasonable" or a "burden". Congress sought only to protect the rights of the individual employee by providing a definite and simple procedure by which he might express his individual desire to discontinue dues deductions

and to change union membership without being bound for all time to pay dues to some union which negotiated a check-off agreement with the carrier.

We respectfully submit that the agreement, as interpreted and applied by the parties thereto, is void to the extent that it violates the provisions of the Railway Labor Act by unauthorized restrictions on the rights of individual employees.

CONCLUSION.

For the foregoing reasons, it is respectfully submitted that the order and judgment of the Court below should be reversed and the case remanded with directions to grant the relief requested in the complaint.

Dated, San Francisco, California,
January 22, 1958.

CARROLL, DAVIS, BURDICK & MCDONOUGH,
Attorneys for Appellant.

(Appendix Follows.)

Appendix.

Appendix

THE STATUTE.

The pertinent provisions of the Railway Labor Act, as amended (Act of March 20, 1926, c. 347, 47 Stat. 577; Act of June 21, 1934, c. 691, 48 Stat. 1186; Act of Jan. 10, 1951, c. 1220, 64 Stat. 1238, 45 U.S.C. 151 et seq.) are as follows:

(These paragraphs are parts of 45 U.S.C. 152):

"Fourth. Employees shall have the right to organize and bargain collectively through representatives of their own choosing. The majority of any craft or class of employees shall have the right to determine who shall be the representative of the craft or class for the purposes of this chapter. No carrier, its officers or agents shall deny or in any way question the right of its employees to join, organize, or assist in organizing the labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performing any work therefor, or to influence or coerce employees in an effort to induce them to join or remain or not to join or remain members of any labor organization, or to deduct from the wages of employees any dues, fees, assessments, or other contributions payable to labor organizations, or to collect or to assist in the collection of any such dues, fees, assessments, or other contributions: Provided, That

nothing in this chapter shall be construed to prohibit a carrier from permitting an employee, individually, or local representatives of employees from conferring with management during working hours without loss of time, or to prohibit a carrier from furnishing free transportation to its employees while engaged in the business of a labor organization.

"Eleventh. Notwithstanding any other provisions of this chapter, or of any other statute or law of the United States, or Territory thereof, or of any State, any carrier or carriers as defined in this chapter and a labor organization or labor organizations duly designated and authorized to represent employees in accordance with the requirements of this chapter shall be permitted—

"(a) to make agreements, requiring, as a condition of continued employment, that within sixty days following the beginning of such employment, or the effective date of such agreements, whichever is the later, all employees shall become members of the labor organization representing their craft or class: Provided, That no such agreement shall require such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition acquiring or retaining membership.

"(b) to make agreements providing for the deduction by such carrier or carriers from the wages of its or their employees in a craft or class and payment to the labor organization representing the craft or class of such employees, of any periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership: Provided, That no such agreement shall be effective with respect to any individual employee until he shall have furnished the employer with a written assignment to the labor organization of such membership dues, initiation fees, and assessments, which shall be revocable in writing after the expiration of one year or upon the termination date of the applicable collective agreement, whichever occurs sooner.

"(c) The requirement of membership in a labor organization in an agreement made pursuant to subparagraph (a) of this paragraph shall be satisfied, as to both a present or future employee in engine, train, yard, or hostling service, that is, an employee engaged in any of the services or capacities covered in the First Division of paragraph (h) of section 153 of this title, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, if said employee shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with this chapter and admitting to membership employees of a craft or class in any of said services; and no agreement made pursuant to subparagraph (b) of this paragraph shall

provide for deductions from his wages for periodi dues, initiation fees, or assessments payable to any labor organization other than that in which he holds membership; Provided, however, That as to an employee in any of said services on a particular carrier at the effective date of any such agreement on a carrier, who is not a member of any one of the labor organizations, national in scope, organized in accordance with this chapter and admitting to membership employees of a craft or class in any of said services, such employee, as a condition of continuing his employment, may be required to become a member of the organization representing the craft in which he is employed on the effective date of the first agreement applicable to him; Provided, further, That nothing herein or in any such agreement or agreements shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of said services.

"(d) Any provisions in paragraphs Fourth and Fifth of this section in conflict herewith are to the extent of such conflict amended. May 20, 1926, c. 347, § 2, 44 Stat. 577; June 21, 1934, c. 691, § 2, 48 Stat. 1186; June 25, 1948, c. 646, § 1, 62 Stat. 909; Jan. 10, 1951, c. 1220, 64 Stat. 1238."

LEGISLATIVE HISTORY.

As shown above, Section 2, Fourth, of the Railway Labor Act, as amended in 1934, prohibited all check-

ing off of dues to any labor organization. In 1951 Congress adopted Section 2, Eleventh, which expressly modifies Section 2, Fourth, to permit checking off of dues to the extent therein set forth. The legislative history of that section shows that Congress intended that the operation of the check-off system be subject to the control of the individual employees rather than to contracts between carriers and labor organizations.

The bills upon which hearings were held in Congress, preceding enactment of Section 2, Eleventh, were S. 3295, 81st Cong., 2nd Sess., and H.R. 7789, 81st Cong., 2nd Sess. These bills enabled carriers and labor organizations to enter into collective bargaining agreements providing for the check-off system. Neither bill, however, as originally introduced, required that the individual employee give his assent to the deductions from his wages.[2]

Although the Senate Bill was unanimously reported out of committee, Senator Taft and other members did not feel that the bill afforded adequate protection to the individual employees, such as is contained in the National Labor Relations Act.[3] Subsequent to the reporting of the bill and prior to debate on the matter, Senator Taft and Senator Hill devised certain amend-

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[2]S. 3295 as introduced is printed in Hearings Before a Subcommittee of the Committee on Labor and Public Welfare, U. S. Senate, on S. 3295, p. 1, 81st Cong., 2nd Sess. (1950). H.R. 7789 as introduced is printed in Hearings Before the Committee on Interstate and Foreign Commerce, House of Representatives, on H.R. 7789, p. 1, 81st Cong., 2nd Sess. (1950).

[3]Supplemental Views of Senators Taft, Smith and Donnell, S. Rep. No. 2262, 81st Cong., 2nd Sess., 1950. See also 96 Cong. Rec. 16267.

ments to the bill which made the wage deductions de pendent upon the individual authorizations of the em ployees rather than upon the collective bargainin agreements between the carriers and the labor organi zations.[4] Senator Hill, manager of the bill, explained the effect of the bill as amended to members of the Senate concerned about the rights of the individual employees.[5]

> "The bill would also permit a carrier and a labor organization duly authorized to represent employees under the Act to enter into agreements providing for the check-off from wages of employees of periodic dues, initiation fees and assessments. But no such agreement is to be effective with respect to any individual employee unless first authorized in writing by him to the employer.
>
> "Mr. Lucas. Is it not a fact that it is absolutely within the discretion of the employee as to whether he requests the check-off?
>
> "Mr. Hill. It is wholly and entirely within the discretion of the employee, and unless the employee sits down and writes on *a piece of paper* an authorization to the employer to turn dues, fees and assessments over to the labor organization and signs his name to the authorization there is no check-off so far as the employee is concerned." (Emphasis added.)

Also pertinent in this regard is the following exchange between Senator Wiley and Senator Hill:

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[4] 96 Cong. Rec. 15735.

[5] 96 Cong. Rec. 15736-15737.

"Mr. Wiley. I was interested in one phase of the question. I have been in contact with a number of laboring men. I talked with many of them during my campaign. I should like to know what the Senator's statement was in relation to the check-off and whether that is compulsory. Some laboring men who have spoken to me, men who are good union members, have stated they do not like the system very well. The Senator said something to the effect that they must indicate in writing their choice or willingness or desire.

"Mr. Hill. * * * In other words, before a single penny can be deducted from the salary of the individual employee for the normal dues or assessments, he must give a written assignment to the company, so that it can pay that money to the union. *Then he has a right, within a year, to revoke that assignment if he does not like the way it works, or if he wants to put an end to the deduction.*" (Emphasis added.)

Similarly when the bill reached the House its sponsors were careful to point out the protection afforded individual employees through the right of revocation.[6]

The foregoing legislative history demonstrates that Congress specifically rejected proposals which would have left the operation of the check-off system subject solely to the various provisions of collective bargaining agreements between the carriers and the unions, such as the "dues deduction agreement" here in question.

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[6]See Comments of Mr. Wolverton, 96 Cong. Rec. 17051.